

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Shea & Gardner 1800 Massachusetts Avenue, N.W. Washington, DC 20036		2. Registration No. 3901
3. Name of foreign principal Iraqi National Congress Support Foundation (INCSF)	4. Principal address of foreign principal Flat J, Hyde Park Street London, UK W22IN	

5. Indicate whether your foreign principal is one of the following:

☐ Foreign government

☒ Foreign political party

☐ Foreign or domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☒ Corporation

☐ Voluntary group

☐ Association

☐ Other (specify) _____

☐ Individual-State nationality _____

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6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

N/A

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

a) Principal address.

See Insert

b) Name and title of official with whom registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

N/A

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐


Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

See Insert

Date of Exhibit A October 31, 2000	Name and Title Collette C. Goodman Partner	Signature 
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Shea & Gardner
Registration No. 3901
Insert to Exhibit A for the INCSF

7. If the foreign principal is a foreign political party, state:

a) Principal address:

Flat J, Hyde Park Street
London, UK W22IN

b) Name and title of official with whom registrant deals:

Dr. Ahmad Chalabi, Director and Vice-President

c) Principal aim:

To provide administrative, financial and other support to the Iraqi National Congress (an Iraqi democratic opposition organization designated by President Clinton pursuant to the Iraq Liberation Act, Pub. L. 105-338; *see* 64 Fed. Reg. 6781 (Feb. 4, 1999)), to promote the transition to democracy and respect for human rights in Iraq, and to provide humanitarian relief in that country.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

While this Item appears to be in applicable, because we believe the INCSF is itself a foreign political party within the meaning of § 1(f) of the FARA, 22 U.S.C. § 611(f), the INCSF is a non-profit corporation organized under Delaware law, established to serve as a vehicle for providing administrative, financial, and other support to the Iraqi National Congress and related purposes. It is controlled by its seven directors, each of whom is a leader of the Iraqi National Congress or of a party within the Iraqi National Congress (or both).

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INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Shea & Gardner

2. Registration No.
3901

3. Name of Foreign Principal
Iraqi National Congress Support Foundation (INCSF)

Check Appropriate Boxes:

4. ☐ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☒ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

See Attachment I

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See Attachment I

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8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See Insert

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See Insert

Date of Exhibit B October 31, 2000	Name and Title Collette C. Goodman Partner	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Shea & Gardner helped set up the Iraqi National Congress Support Foundation (INCSF), a Delaware non-profit corporation established to provide administrative, financial, and other support to the Iraqi National Congress (INC), an Iraqi democratic opposition organization designated by President Clinton pursuant to the Iraq Liberation Act, Pub. L. 105-338; *see* 64 Fed. Reg. 6781 (Feb. 4, 1999)), to promote the transition to democracy and respect for human rights in Iraq, and to provide humanitarian relief in that country. On September 29, 2000, the Department of State awarded Cooperative Agreement S-LMAQM-00-H-0152, to fund "Channeling Humanitarian Assistance and Restoration of Civil Society in Iraq." It was understood that Shea & Gardner would perform legal services for the INCSF in connection with this funding if and when it came through, and Shea & Gardner has now undertaken, at the request of the INCSF, to help the INCSF obtain certain licenses or permissions that will permit the INCSF to perform certain operations in Iraq, in nearby Middle Eastern counties, and in England, that are funded by the Cooperative Agreement. It is also understood that Shea & Gardner will provide legal services, from time to time as requested or needed, in connection with any legal issues that may arise under or in connection with the Cooperative Agreement or subsequent agreement, including compliance with any applicable lobbying disclosure or representation disclosure laws and cooperating with foreign law firms that may assist the INCSF in meeting any obligations under the laws of foreign countries. Shea & Gardner's activities may well include, at times, discussing the requirements of relevant statutes and regulations or other laws, and the requirements of the Cooperative Agreement, with appropriate officials in the Departments of State, Defense, Treasury, or Justice, or other government agencies. Shea & Gardner does not understand that its role will include lobbying in the sense of attempting to influence U.S. Government officials on issues of U.S. policy concerning Iraq.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below [footnote omitted]. Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

While we believe the answer to this Item to be "No," because Shea & Gardner does not expect engage in lobbying members of Congress or their staffs on any issue of general policy or, indeed, on any issue whatsoever, and it does not expect to engage in lobbying any foreign policy officials of the United States government on issues of U.S. foreign or domestic policy, such as U.S. policy concerning Iraq. Shea & Gardner does expect, however, that its partners or associates (other than any partner who is under the restraint of Executive Order 12834 of January 20, 1993 or any similar restraint), will be called upon, from time to time, to discuss legal matters relevant to the operations of the INCSF with officials of the Department of State, the Department of Justice, and other governmental agencies, and possibly to submit written materials to such officials. Shea & Gardner does not believe that any of these activities will properly be deemed "political activities" as defined in § 1(o) of the Act, 22 U.S.C. § 611(o). Shea & Gardner believes instead that its obligation to register stems from the anticipated activities in contacting certain government officials that may be deemed to come within § 1(c)(1)(iv) of the Act, 22 U.S.C. § 611(c)(1)(iv) ("within the United States represents the interests of such foreign principal before any agency or official of the Government of the United States"), but it recognizes that the difference between its representational activities and "political activities" may, in the nature of things, not always be crystal clear. Moreover, while Shea & Gardner expects that much of its activities will come within the exemption for legal representations by lawyers provided by Section 3(g) of the Act, 22 U.S.C. § 613(g), it cannot be sure that all of its activities will come within that exemption. Similarly, while some of the activities of the INCSF will come with the exemption for humanitarian aid provided by Section 3(d)(3) of the Act, 22

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U.S.C. § 613(3)(d)(3), Shea & Gardner does not expect that all of its activities will be in connection with INCSF activities of that kind, and hence it is registering under the Act on behalf of the INCSF.

Attachment I

SHEA & GARDNER

1800 MASSACHUSETTS AVENUE, N. W.

WASHINGTON, D. C. 20036-1872

(202) 828-2000

FAX: (202) 828-2195

COLLETT, C. GOODMAN

DIRECT LINE: (202) 775-3028
E-MAIL: CGOODMAN@SHEAGARDNER.COM

October 25, 2000

Dr. Ahmad Chalabi
Iraqi National Congress Support Foundation
51 South Street
London, W1Y 5PA

Dear Dr. Chalabi:

The purpose of this letter is to confirm the terms and conditions under which Shea & Gardner will undertake to represent the Iraqi National Congress Support Foundation ("INCSF") in connection with the Cooperative Agreement S-L-MAQM-00152 with the Department of State to fund "Channeling Humanitarian Assistance and Restoration of Civil Society in Iraq" (the "Cooperative Agreement").

In accordance with the Cooperative Agreement, Shea & Gardner will be entitled to a monthly retainer fee of \$4,968 for the five-month period from October 2000 through February 2001, plus disbursements, which will include any charges for expenses that are routinely billed to clients, such as photocopying (at \$.10 per page) and telecopy (at \$.50 per outgoing page). During this period, Shea & Gardner will provide legal advice and assistance in connection with the Cooperative Agreement, including assistance in obtaining licenses and permissions that will permit the INCSF to perform certain operations in Iraq, in nearby Middle Eastern countries, and in England, that are funded by the Cooperative Agreement. In addition, Shea & Gardner will provide general corporate and tax advice to the INCSF relating to its organization and activities, including advice as to the requirements and tax status applicable to non-profit organizations, the INCSF's drawdown authority and its impact on DOD assistance, issues under the Foreign Agents Registration Act ("FARA"), other lobbying disclosure laws, and determination of appropriate informational activities. Shea & Gardner also will provide other legal services, from time to time, as requested or needed, in connection with any legal issues that may arise under or in connection with the Cooperative Agreement.

This retainer agreement does not cover, however, extraordinary matters, such as litigation, representation in formal administrative proceedings, or responses to inquiries or

Dr. Ahmad Chalabi
October 25, 2000
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investigations by government agencies, and billing for such matters will be subject to our firm's normal billing rates or to such terms as are separately and mutually agreed upon.

It is further understood that R. James Woolsey, a partner of our firm, who is under the restraint of Executive Order 12834 of January 20, 1993, will not perform any services that would require registration under the FARA, and none of Mr. Woolsey's time will be billed to the INCSF, even if, because of his own independent interest in U.S. government policy towards Iraq, he on occasion communicates on his own behalf with certain governmental officials or (through speech, appearances, or opinion pieces) with the general public in such a way that might be deemed consistent with the interest of the Iraqi National Congress ("INC") and even if he at times consults with officials of the INC or the INCSF or with the partners or associates in Shea & Gardner performing legal services for the INCSF.

This retainer agreement is a for "general retainer" the monthly payments of which are not refundable. Should the attorney-client relationship between Shea & Gardner and the INCSF end, the monthly fees will no longer be payable to Shea & Gardner, the fee for the month in which the relationship ends. Enclosed is a statement entitled General Provisions setting forth additional terms and conditions, all of which are incorporated herein by reference and shall apply to our representation to the extent not expressly modified by this letter. We welcome any questions that you may have about any billing made to you. We will provide further information at your request and will discuss with you the appropriateness of any charge for a particular assignment or matter.

If the foregoing correctly reflects your understanding of the terms and conditions of our representation, please indicate your acceptance by executing the enclosed copy of the letter in the space provided below and return it to our office.

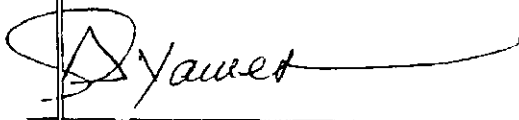
We are pleased to have this opportunity to be of service and to work with you.

Very truly yours,


Collette C. Goodman

Enclosure

AGREED TO AND ACCEPTED:



GENERAL PROVISIONS

Except as modified by the accompanying engagement letter, the following provisions will apply to the relationship between Shea & Gardner and our clients:

1. Fees for services rendered will be based on our billing rates; there is a different billing rate for each attorney, depending generally on that attorney's experience and years of practice, and these rates are adjusted from time to time by the firm. The time for which a client will be charged will include, but will not be limited to, telephone and office conferences between client and counsel, or with witnesses, consultants, court personnel and others; conferences among our legal personnel; factual investigation; legal research; responding to clients' requests that we provide information to their auditors in connection with reviews or audits of financial statements; drafting of letters, pleadings, briefs and other documents; travel time; waiting time in court; and time in depositions and other discovery proceedings. In an effort to reduce legal fees, we use paralegal personnel. Time devoted by paralegals to clients' matters is charged at special billing rates, which also are subject to adjustment from time to time by the firm. Other factors may be taken into consideration in determining our fees, including the responsibility assumed, the novelty and difficulty of the legal problem involved, the benefit resulting to the client and any unforeseen circumstances arising in the course of our representation.

2. In addition to our fees, we will be entitled to payment or reimbursement for costs and expenses incurred in performing services such as photocopying, messenger and delivery service, computerized research, travel (including mileage, parking, airfare, lodging, meals and ground transportation), long-distance telephone, telecopying, word processing, court costs and filing fees. Certain of such items may be charged at more than our direct cost to cover our overhead. Unless special arrangements are made at the outset, fees and expenses of others

(such as experts, investigators, witnesses, consultants and court reporters) will not be paid by us and will be the responsibility of, and billed directly to, the client.

3. Although we may from time to time for a client's convenience furnish estimates of fees or costs that we anticipate will be incurred, these estimates are subject to unforeseen circumstances and are by their nature inexact. We will not be bound by any estimates except to the extent expressly set forth in the engagement letter.

4. Fees and expenses will be billed monthly and are payable upon presentation. Except for special circumstances, we expect prompt payment. We reserve the right to postpone or defer providing additional services or to discontinue our representation if billed amounts are not paid within a reasonable time after being billed.

5. A client shall have the right at any time to terminate our services and representation upon written notice to us. We will take whatever action is reasonably necessary to prevent the client from being adversely affected by the termination. Such termination shall not, however, relieve the client of the obligation to pay for all services rendered and costs or expenses paid or incurred on behalf of the client prior to the date of, or in connection with, such termination.

6. We reserve the right to withdraw from our representation if, among other things, the client fails to honor the terms of the engagement letter, the client fails to cooperate or follow our advice on a material matter, or any fact or circumstance would, in our view, render our continuing representation unlawful or unethical. If we elect to withdraw, the client will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal, and we will be entitled to be paid for all

services rendered and costs and expenses paid or incurred on behalf of the client to the date of withdrawal.

7. If any claim or action is brought against us or any personnel of the firm and such claim arises from the client's negligence or misconduct, the client will hold us harmless and indemnify us for all damages incurred.